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5 **THE UNITED STATES DISTRICT COURT**
6 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
7 **SAN JOSE DIVISION**

8 In Re:

9 **GOOGLE BUZZ USER PRIVACY**
10 **LITIGATION**

NO.: 5:10-cv-00672-JW

**OBJECTION TO PROPOSED
SETTLEMENT**

(Assigned to the Honorable James Ware)

12 **1. Class Member Identification.** My name is Nathan Kassebaum. My address is 3029 E
13 Santa Rosa Dr, Gilbert, AZ, 85234. My telephone number is (480) 559-9328. I registered with
14 Google's e-mail service under the account name "doctorlime@gmail.com" prior to February 9,
15 2010, when Google launched the Buzz social networking program and Plaintiffs allege Google
16 violated its users privacy. This makes me a Class Member.

17 **2. Fairness Hearing.** I will not appear at the January 31, 2011 fairness hearing, in person
18 or through counsel.

19 **3. Reasons for Objection.** I object to the proposed settlement that was preliminarily
20 approved on October 7, 2010 for the following reasons:

21 **4. The Settlement violates Rules 23(a)(4) and 23(g)(4) of the Federal Rules of Civil**
22 **Procedure.** In agreeing to this settlement, the representative plaintiffs and Class Counsel are
23 acting contrary to the interests of the Settlement Class. Plaintiffs allege that Defendant Google,
24 in addition to violating certain statutes, committed a common-law tort against the Settlement
25 Class. If Google did in fact commit the alleged tort, the Class Members may not have realized
26 the damages yet. In other words, if some person were able to obtain private information about
27 Class Members through the violations alleged, that person may not have yet acted in a way that
28 would cause damages to the Class Members; or, if the person has caused damages, the Class
Members may not yet know about it. Furthermore, if damage has been done to the Class
Members, the damages may potentially be quite substantial.

1 5. The Settlement provides a considerable payment to Plaintiff's counsel, and monetary
2 payments to the named Plaintiffs. The Class Members, however, forfeit their right to sue Google
3 if Google did, in fact, commit a tort. In exchange, the Class Members get absolutely nothing.
4 The three concessions provided in the Settlement that purportedly benefit the Class Members do
5 not benefit the Class Members any more than they benefit the public at large.

6 6. Specifically, Google's agreement to make changes to the Buzz service to clarify its
7 operation and options is likely a good business decision for Google, but does not benefit the
8 Class Members any more or less than it benefits any other user of Google Buzz. Furthermore,
9 this change does not compensate the Class Members in any way if the Class Members did, in
10 fact, suffer damages.

11 7. Google's pledge to do more to educate the public about the privacy aspects of Google
12 Buzz is, again, likely a good business decision. However, again, it does not benefit the Class
13 Members any more or less than it benefits any other user of Google Buzz. Neither does this
14 pledge compensate the Class Members in any way if the Class Members suffered any damages.

15 8. Google's agreement to pay \$8,500,000 into an interest-bearing account to organizations
16 that supposedly advance the privacy interests of internet users may not benefit anyone except the
17 owners of the organizations. If such a payment proves to be beneficial to the Class Members, it
18 is, again, of no greater benefit to the Class Members than it is to "internet users" at large.

19 9. Ultimately, this Settlement punishes Class Members for remaining in the Class.
20 Google makes a substantial payment to a "Common Fund" and to the plaintiff's attorney, and
21 Google pledges to provide certain services that speculatively may benefit the public at large.
22 Class Members forfeit their rights to pursue damages, and in exchange, receive no benefit that
23 they would not otherwise receive if they excluded themselves from the Class. In other words,
24 people who remain in the Class receive the same benefits as those who exclude themselves, but
25 those who remain in the Class forfeit some of their rights.

26 10. **Therefore**, for the foregoing reasons, I respectfully request that this Court deny the
27 proposed settlement. Furthermore, as the representative plaintiffs and plaintiff's counsel do not
28 adequately represent the interests of the Class under Rules 23(a)(4) and 23(g)(4), I respectfully
request that this Court deny a final certification order under Rule 23(c).

 11. **Alternatively**, if this Court grants final certification and approves the Settlement, I
respectfully request that this Court first grant an additional opportunity for exclusion from the
Class under Rule 23(e)(4).

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3 RESPECTFULLY SUBMITTED this ____ day of December, 2010.
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7 _____
Nathan Kassebaum, Class Member
8

9 COPIES MAILED this ____ day of December, 2010 to:

10 Clerk of the United States District Court
11 for the Northern District of California
12 San Jose Division
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22 By: _____
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